

**U.S. GOVERNMENT
LEASE FOR REAL PROPERTY**

DATE OF LEASE:

APR 9 2009

LEASE No. GS-09B-01983

THIS LEASE, made and entered into this date between 101 WEST BROADWAY, LLC, A Delaware Limited Liability Company

whose address is: 101 West Broadway, Suite 820
San Diego, California 92101

and whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the GOVERNMENT:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

13,464 rentable square feet (r.s.f.), yielding approximately 11,589 ANSI/BOMA Office Area square feet and related space located on the 4th Floor (Suite 450 consisting of 10,602 r.s.f. yielding 9,125 ANSI/BOMA Office Area and Suite 460 consisting of 2,862 r.s.f. yielding 2,464 ANSI/BOMA Office Area), at the 101 West Broadway Building, San Diego, California 92101 together with twenty (20) inside, structured parking spaces (11 onsite at 101 West Broadway, and 9 located at the Horton Plaza parking garage, 1069 First Avenue, San Diego, CA 92101), as depicted on the attached Exhibit A (Site Plan), Exhibit B, ("Premises" as shown on the first-generation, blue-line plan of the 4th Floor), to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.

2. TO HAVE AND TO HOLD the Premises with their appurtenances for the term beginning on the day the space is accepted by the Government as complete and ready for occupancy through the following seven (7) years in accordance with Paragraph 16 entitled "Inspection of Premises" herein, subject to termination rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent as follows:

Suites 450 & 460 - For months 1 through 60 the annual rent of \$527,064.75 (Base Rate of \$28.62 rentable square foot per year (RSFPY), amortized tenant improvements at \$4.56 RSFPY and Services at \$5.97 RSFPY) at the rate of \$43,922.06 per month in arrears.

Suites 450 & 460 - For months 61 through 84 the annual rent of \$465,719.76 (Base Rate of \$28.62 rsfpy and Services at \$5.97 rsfpy) at the rate of \$38,809.98 per month in arrears.

Parking - For months 1 through 84 the annual rent of \$43,200.00 (\$180 per stall per month) at the rate of \$3,600.00 per month in arrears.

Rent for a lesser period shall be prorated.

Rent checks shall be payable to:

101 West Broadway, LLC
101 West Broadway, Suite 820
San Diego, California 92101

4. The Government may terminate this lease including the parking in whole or in part effective at any time on or after the fifth (5th) year, by giving at least 60 days' prior notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. PARAGRAPH 5 IS INTENTIONALLY OMITTED.

6. The Lessor shall furnish to the Government as part of the rental consideration, the following:

- A. The 20 inside, structured parking spaces, (11 onsite at 101 West Broadway, and 9 located at the Horton Plaza parking garage, 1069 First Avenue, San Diego, CA), described in Paragraph 1.
- B. All labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas, and related facilities ready for occupancy in accordance with the requirements of this lease and the Government's final construction drawings. Rent is subject to adjustment in accordance with the Paragraph entitled, "Tenant Improvement Rental Adjustment" of the SFO. All cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. LCA01983 and its attachments.
- C. Adequate space for telecommunications antennae and transmission devises in accordance with Paragraph 20 of this SF-2 entitled, "Telecommunications: Local Exchange Access," which replaces Paragraph 6.14 of the Solicitation for Offers LCA01983.

7. The following are attached and made a part hereof:

All terms, conditions, and obligations of the Lessor and the Government as set forth in the following:

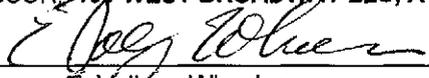
- a) The Solicitation For Offers Number LCA01983 (pages 1-41) (all references to SFO shall also refer to any Special Requirements and Amendments);
- b) GSA Form 3517B (pages 1-33);
- c) GSA Form 3518 (pages 1-7);
- d) Sheet numbers 1 – 5 containing Paragraphs 9-30,
- e) Site Plan (Exhibit "A");
- f) First Generation Blue Lines (Exhibit "B")
- g) Attachment 1 - ABAAS Modifications for 101 West Broadway (pages 1 - 2)
- h) Attachment 2 – Build out Specifications For Suite 460 (Pages 1 – 2)

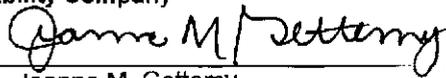
8. The following changes were made in this lease prior to its execution:

Paragraph 5 of this STANDARD FORM 2 was deleted in its entirety. Paragraphs 9 through 30 have been added. The Site Plan (Exhibit "A"), and First Generation Blue Lines (Exhibit "B") have been added. The words "including the parking in whole or in part" have been added after the word "lease" in Paragraph 4 prior to lease execution. The words "on or after the fifth (5th) year" has been added after the word "time" in Paragraph 4 prior to lease execution.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: 101 WEST BROADWAY LLC, A Delaware Limited Liability Company

BY 
 E. Valjean Wheeler
 President, Office Properties


 Jeanne M. Gettemy
 Senior Vice President, Finance
 Office Properties

IN PRESENCE OF:

(Signature)

(Address)

UNITED STATES OF AMERICA: GENERAL SERVICES ADMINISTRATION, Public Buildings Service:

BY 
 CONTRACTING OFFICER, GSA